

When recorded, return to:

Don Bermant
12021 Hidden Valley Club drive
Sandy, UT 84092

11473541
09/18/2012 12:23 PM \$20.00
Book - 10057 Pg - 3062-3067
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CONNIE RAPPAPORT & SEGAL
PO BOX 11008
SLC UT 84147-0008
BY: CDC, DEPUTY - WI 6 P.

AMENDED FENCE LINE AGREEMENT

THIS AMENDED FENCE LINE AGREEMENT is made this 22nd day of August, 2012, between Donald Jay Bermant and M. Denise Bermant, as joint tenants ("Bermants") and Hidden Valley Country Club, a Utah non-profit corporation organized and existing under the laws of the State of Utah (the "Club"). Bermants and the Club are sometimes hereafter referred to as the "Parties".

RECITALS:

A. In October, 2004, Bermants acquired from the Club that certain parcel of property described as Parcel 1 in Exhibit A attached hereto and by this reference made a part hereof.

B. Subsequent to such acquisition, the Club has continued to own land adjacent to and sharing a boundary with Parcel 1, that property being described as Parcel 2 in attached Exhibit A.

C. On October 18, 2004, a Fence Line Agreement executed by Bermants and the Club was filed as Entry No. 9218332, in Book 9058, Pages 3190-3194, of the records of the County Recorder of Salt Lake County, State of Utah (the "Original Fence Line Agreement"). The Original Fence Line Agreement was entered into and filed to set forth the Parties agreement as to the fence line between Parcel 1 and Parcel 2 and a fence to be constructed on the fence line.

D. As part of the agreement between the Bermants and the Club regarding the purchase of the property by Bermants, the Bermants agreed to install a fence along the boundary between Parcel 1 and Parcel 2.

E. Pursuant to the Original Fence Line Agreement, the Club agreed that Bermants could place two entries or gates through the fence to allow pedestrian ingress and egress between Parcel 1 and Parcel 2.

F. Pursuant to the Original Fence Line Agreement, the Club agreed to maintain the fence and gates after it was installed.

G. This Amended Fence Line Agreement replaces in total the Original Fence Line Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to the Original Fence Line Agreement, Bermants have installed a chainlink fence of approximately six feet in height around the perimeter of Parcel 1 where it borders property owned by the Club (Parcel 2).

2. Pursuant to the Original Fence Line Agreement, two gates have been installed in such chainlink fence that allows pedestrian ingress and egress between Parcel 1 and Parcel 2. No vehicular access is permitted through the fence or gates between Parcel 1 and 2, except pursuant to the written consent of parties. Bermants, and any subsequent owner of Parcel 1 who is also a member of the Club, may use the gates for the purpose of ingress and egress to the Club's property.

3. Bermants desire to replace approximately 130 lineal feet of the existing chainlink fence with a six foot high Alumni-Guard commercial grade fence, black in color (the "Alumni-Guard Portion of the Fence"). The portion of the chainlink fence that will be replaced with the Alumni-Guard Portion of the Fence contains a gate between Parcel 1 and Parcel 2. As part of the installation of the Alumni-Guard Portion of the Fence, a replacement gate ("Replacement Gate") will be installed and will match the Alumni-Guard Portion of the Fence. The remainder of the chainlink fence with its gate will remain as is.

4. The Club agrees to the replacement by Bermants of a portion of the chainlink fence with the Alumni-Guard Portion of the Fence as described in Section 3 above.

5. Pursuant to the Original fence Line Agreement, the entire cost of the original fence and gates were borne by Bermants. The cost of installation of the Alumni-Guard Portion of the Fence and the Replacement Gate shall be borne by Bermants.

6. Pursuant to the parties' previous agreement, the Club was deemed to be the owner of the chainlink fence and its gates and the Club agreed to maintain (and replace if necessary) the fence and gates at all times in the future. Subsequent to the installation of the Alumni-Guard Portion of the Fence and the Replacement Gate, the Club will continue to own and maintain (and replace if necessary) both the chainlink portion of the fence and the Alumni-Guard Portion of the Fence and the Replacement Gate at all times in the future. At the written request of the Club, Bermants will share equally in the cost of maintaining the the Alumni-Guard Portion of the Fence and the Replacement Gate at all times in the future.

7. If for any reason, the Club elects to replace the Alumni-Guard Portion of the Fence and the Replacement Gate in the future, such replacement fence and gate will be substantially similar in look, quality and size as the Alumni-Guard Portion of the Fence and the Replacement Gate unless otherwise agreed to in writing by Bermants or the subsequent owners of Parcel 1.

8. The agreements set forth herein are covenants that touch and concern and shall benefit and burden both Parcel 1 and Parcel 2, and it is agreed they shall run with both Parcels 1 and 2.

9. In the event that either party breaches this Agreement, the non-breaching party shall be entitled to recover all costs, including Court costs and attorney's fees, reasonably incurred as a result of the breach, whether with or without litigation.

10. The officer of the Club who signs this Agreement certifies that this Agreement has been duly authorized under a resolution duly adopted by the Board of Directors of the Club at a lawful meeting duly held.

This Amended Fence Line Agreement is signed on the day and year first written above.

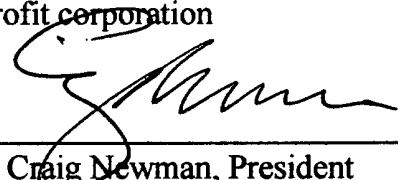


Donald Jay Bermant



M. Denise Bermant

Hidden Valley Country Club, a Utah
non-profit corporation



By: _____
Craig Newman, President

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 4th day of September, 2012, personally appeared Donald Jay Bermant, the signer of the foregoing instrument.

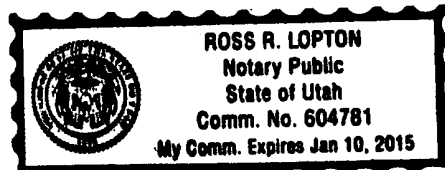
Ron R. Lopton

Notary Public

My Commission Expires: 1-10-2015

Residing at: North Salt Lake

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)



On the 4th day of September, 2012 personally appeared M. Denise Bermant, the signer of the foregoing instrument.

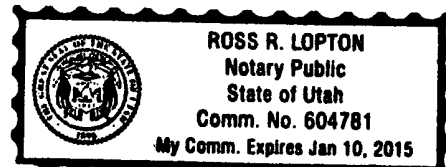
Ron R. Lopton

Notary Public

My Commission Expires: 1-10-2015

Residing at: North Salt Lake

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)



On the 22nd day of AUGUST, 2012 personally appeared before me David CRAIG NEWMAN W. Slagle, who being by me duly sworn did say that he is the President, of Hidden Valley Country Club, a Utah non-profit corporation, and that the within and the forgoing instrument was signed on behalf of said corporation by its authority and said David W. Slagle duly acknowledged to me that said corporation executed the same.

Rita R. Martha

Notary Public

My Commission Expires: 9-28-2013

Residing at: SANDY, UT

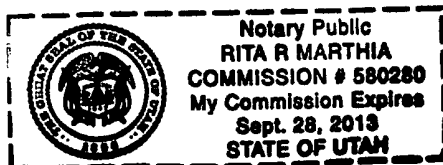


Exhibit "A"

Each of the following parcels is located in Salt Lake County, State of Utah.

Parcel 1: BEGINNING at a point South 89°55'21" East 36.103 feet along section line, and due South 1540.521 feet and South 5°00'00" West 131.90 feet from the North quarter corner of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said point also being South 5°00'00" West 18.074 feet from the Northeast corner of Lot 250, Hidden Valley Country Club Estates No. 2 Subdivision, as recorded; thence North 5°00'00" East 247.392 feet, along the East line of said subdivision and the East line of Hidden Valley Country Club Estates Subdivision; thence North 31°00'00" West, 190.817 feet, along said subdivision, said point also being North 31°00'00" West 21.500 feet from the Southeast corner of Lot 21 of said subdivision; thence North 36°04'10" East, 55.632 feet, thence South 74°41'53" East, 50.515 feet; thence South 56°04'13" East 58.094 feet; thence South 4°19'03" East 62.114 feet; thence South 7°28'17" East, 48.927 feet; thence South 25°47'44" East 40.042 feet; thence South 4°28'13" West, 132.928 feet; thence North 85°00'00" West 10.000 feet; thence South 4°28'12" West 275.908 feet; thence North 85°00'00" West, 52.000 feet, to the East line of Lot 250, Hidden Valley Country Club Estates No. 2 Subdivision; thence North 5°00'00" East, 140.000 feet to the POINT OF BEGINNING; said described tract containing 38,925 Square Feet, or 0.89 Acres, more or less.

PT 28.28.251.001

Parcel 2: Beginning South 0°04'39" West 35 feet and South 89°55'21" East 508.439 feet from the North quarter corner of Section 28, Township 3 South, Range 1 East, Salt Lake Meridian; thence South 0°04'39" West 187.004 feet; thence South 58°03'55" West 215.241 feet; thence South 47°33'28" West 91.902 feet; thence South 25°04'01" West 302.778 feet; thence South 10°02'52" West 350 feet; thence South 38° West 245 feet; thence South 31° East 250 feet; thence 5° West 583.609 feet; thence Southeasterly along a curve to the left 147.14 feet; thence South 33° East 177.193 feet; thence North 58°54'15" East 255 feet; Thence South 54° East 558.821 feet; thence South 148.43 feet; thence South 89°56'14" East 522 feet more or less; thence North 6°48'52" West 100.504 feet; thence North 71°34'37" East 178.452 feet; thence North 70°14'58" East 110.17 feet; thence North 10° West 602.89 feet; thence West 155.025 feet; thence North 536.5 feet; thence East 3.75 feet; thence North 3° East 800.25 feet; thence South 89°30' East 574.2 feet North 15° East 224.4 feet; thence East 618.75 feet; thence North 297 feet; thence West 2640 feet more or less to the East line of road; thence South 0°04'39" West 35 feet; thence South 89°55'21" East 508.439 feet to the point of beginning. Less Street.

Excepting therefrom Parcel 1 as described herein.

PT 28.28.251.001